

**AMENDMENT TO MASTER LEASE**

**THIS AMENDMENT TO MASTER LEASE** is made and executed as of the \_\_\_\_ day of December, 2021 (the "Effective Date"), by and between **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri (the "Landlord"), and **DOC-2101 CHARLOTTE ST MOB, LLC**, a Delaware limited liability company (f/k/a Hospital Hill Medical Office Building, LLC) (the "Tenant").

**RECITALS:**

A. The Landlord and Tenant entered into the Sale/Leaseback and Redevelopment Contract dated July 25, 2014 and recorded as Document No. 2014E0062716, as amended by the Amendment to Hospital Hill Documents dated October 14, 2015 and recorded as Documents No. 2015E0094023 (collectively, the "Redevelopment Contract") to facilitate construction of an approximately 87,500 square foot medical office building and related improvements ("MOB") on real property locally known as 2101 Charlotte Street and generally bounded by 21<sup>st</sup> Street on the North, Campbell Street on the East, 22<sup>nd</sup> Street on the South and Charlotte Street on the West.

B. The Landlord and Truman Medical Center, Incorporated ("TMC") entered into a separate Sale/Leaseback and Redevelopment Contract ("Parking Structure Redevelopment Contract") dated July 25, 2014 and recorded as Document No. 2014E0062717 to facilitate construction of an approximately 287 space parking structure and related improvements ("Parking Structure"; together with the MOB, collectively, the "Project") on real property locally known as 2101 Charlotte Street and generally bounded by 21<sup>st</sup> Street on the North, Campbell Street on the East, 22<sup>nd</sup> Street on the South and Charlotte Street on the West.

C. The Project is within the Hospital Hill North Urban Renewal Area and is consistent with the Hospital Hill North Urban Renewal Plan as approved by the Landlord on October 27, 2010 and by the City Council on April 21, 2011, for the purpose eliminating and preventing the spread, development and recurrence of the blighted and insanitary conditions within the Urban Renewal Area.

D. TMC and Tenant entered into the Ground Lease dated as of March 4, 2014, as amended by the First Amendment to Ground Lease dated as of July 1, 2014, as evidenced by the Memorandum of Ground Lease recorded as Document No. 2014E0062508 (collectively, the "Ground Lease"), pursuant to which TMC ground leased to Tenant the real property upon which the MOB was constructed ("Ground Leased Property"), as legally described in the attached Exhibit A. The Ground Lease further sets forth Tenant's rights and obligations with respect to construction and operation of the MOB and TMC's rights and obligations with respect to construction and operation of the Parking Structure, all in furtherance of the Project.

E. To facilitate construction of the Project, TMC and Tenant requested, and the Landlord agreed to provide, tax incentives in the form of a twenty-five (25) year real property tax exemption and a sales tax exemption on construction materials by entering into a sale/leaseback transaction. By acquiring Tenant's interest in the Ground Leased Property pursuant to the Assignment of the Lessee's Interest in Ground Lease dated July 25, 2014 and recorded as Document No. 2014E0062718 (the "Assignment") and then leasing the Ground Leased Property back to Tenant pursuant to the Master Lease dated July 25, 2014, as evidenced by the Memorandum of Master Lease dated July 25, 2014, and recorded as Document No. 2014E0063360 (collectively, the "Master Lease"). Under the Master Lease, Tenant is obligated to perform all of the Landlord's obligations as "Lessee" under the Ground Lease.

F. The Landlord adopted Resolution No. 5-3-14 on May 28, 2014 authorizing, among other things, the Landlord, as borrower, to obtain a construction loan ("Construction Loan") to build the Project and execution of certain Project documents, including the following construction loan agreements: (a) Credit Agreement dated as of July 25, 2014 among the Landlord, Regions Bank and Tenant; (b) Promissory Note dated July 25, 2014 in the original principal amount of \$20,287,400; (c) Leasehold Deed of Trust/Deed of Trust and Security Agreement dated July 25, 2014 and recorded as Document No. 2014E0063993; (d) Assignment of Rents and Leases Dated July 25, 2014 and recorded as Document No. 2014E0063994; (e) Ground Lessor's Estoppel, Consent, and Non-Disturbance Agreement dated July 25, 2014 and recorded as Document No. 2014E0064041; (f) UCC Financing Statements filed with the Delaware Secretary of State and recorded as Document No. 2014E0063995; (g) and other related certificates and documents (collectively, "Construction Loan Documents").

G. The Construction Loan Documents were executed to facilitate construction of the Project in accordance with: (a) **as to the MOB**: (i) the Redevelopment Contract; (ii) the Assignment; (iii) the Master Lease; (iv) the Non Disturbance, Recognition, and Attornment Agreement ("NDA Agreement") dated July 25, 2014 among the Landlord, Tenant and TMC and recorded as Document No. 2014E0063992; and (iv) such other documents as the parties or the title company deemed necessary or desirable to complete the transactions (collectively, the "MOB Transaction Documents"); and (b) **as to the Parking Structure**: (i) the Parking Structure Redevelopment Contract; (ii) after TMC conveyed fee title to the Parking Structure Property to the Landlord by deed, Lease Purchase Agreement ("TMC Lease") dated July 25, 2014 between the Landlord and TMC, pursuant to which the Landlord leased back the Parking Structure Property to TMC, and as evidenced by the Memorandum of Lease Purchase Agreement dated July 25, 2014 and recorded as Document No. 2014E0063361; and (iii) such other documents as the parties or the title company deemed necessary or desirable to complete the transactions (collectively, the "Parking Structure Transaction Documents").

H. To fund the Landlord's costs and expenses, including reasonable attorney's fees, incurred to complete the transactions and implement the tax incentives contemplated by this Resolution, the Landlord entered into the Funding Agreement (the "Funding Agreement") effective July 25, 2014, pursuant to which Tenant and TMC agree to jointly and severally fund costs and expenses incurred in connection with the MOB Transaction Documents, the Parking Structure Transaction Documents, and the Construction Loan Documents.

I. The Landlord adopted Resolution No. 8-5-15 on August 26, 2015 authorizing a permanent loan ("Permanent Loan") to refinance the Construction Loan, including the following loan agreements: (a) Amendment to Hospital Hill Documents dated October 14, 2015 and recorded as Document No. 2015E0094023 updating the legal description of the Construction Loan Documents to conform with the Plat of Hospital Hill North, Block 2 recorded on September 28, 2015 as Document No. 2015E0087282; (b) Promissory Note, dated October 16, 2015 in the original principal amount of \$33,500,000; (c) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated October 16, 2015 and recorded as Document No. 2015E0094024; (d) Assignment of Rents and Leases, dated October 16, 2015 and recorded as Document No. 2015E0094025; (e) Loan Agreement, dated October 16, 2015 among the Landlord, as Borrower, Tenant, as Master Lessee, and Capital One, National Association (successor to General Electric Capital Corporation) ("Lender"); (f) UCC Financing Statements filed with the Missouri Secretary of State; and (g) other related certificates and documents.

J. The Landlord adopted Resolution No. 8-1-20 dated August 26, 2020, approving an extension of the Permanent Loan maturity date from October 16, 2020, to December 30, 2020.

K. The Landlord adopted Resolution No. 12-1-20 dated December 9, 2021, approving a

refinancing of the Permanent Loan, as evidenced by the: (a) Loan Agreement (Amended and Restated), dated as of December 30, 2020 among the Landlord, as Borrower, Tenant, as Master Lessee, and the Lender; (b) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated December 30, 2020 and recorded as Document No. 2020E0003245; (c) Ground Lessor's Estoppel, Consent, and Non-Disturbance Agreement, dated December 30, 2020 among the Landlord, Tenant, TMC, and the Lender and recorded as Document No. 2020E0003246; (d) Promissory Note, dated December 30, 2020 in the original principal amount of \$37,500,000; (e) UCC Financing Statement filed with the Missouri Secretary of State; (f) Guaranty of Recourse Obligations, dated December 30, 2020 among Landmark (as hereinafter defined) as guarantor, and Lender, as administrative agent, and (g) other related certificates and documents, which collectively, are referred to as the "Permanent Loan Documents".

L. Effective as of the Effective Date, Landmark Healthcare Properties, LLC, a Delaware limited liability company ("Landmark"), has transferred its indirect majority interest in Tenant through a merger transaction to a subsidiary of Physicians Realty L.P., a Delaware limited partnership ("PRLP"), which transaction also involves the transfer of Landmark's indirect interests in a portfolio of other medical office buildings (the "Portfolio") in other cities to other subsidiaries of PRLP (the "PRLP Transaction"). As a result of the PRLP Transaction, PRLP, which is a direct subsidiary of Physicians Realty Trust, a Maryland corporation, has acquired a controlling interest in the MOB and related improvements. Following the Effective Date, PRLP will continue to operate the MOB in substantially the same manner as the same has been operated by Tenant.

K. The Permanent Loan is scheduled to mature on December 30, 2024. However, as part of the financing for the PRLP Transaction, PRLP will fund its acquisition of the Portfolio, which includes the MOB, and fully pay off the Permanent Loan.

L. To memorialize the PRLP Transaction and transfer of an ownership interest in the Tenant from Landmark to PRLP, the Landlord and the Tenant desire to amend the Master Lease.

**NOW THEREFORE**, in consideration of the rent reserved and the mutual covenants and agreements set forth in this Master Lease, the parties agree as follows:

1. Section 3 of the Master Lease is amended by adding Section 3.5 as follows:

3.5 Prepayment of Rent Under Lease. In connection with the PRLP Transaction, Tenant has prepaid rent payable under the Master Lease in the approximate amount of Thirty Seven Million Five Hundred Thousand Dollars (\$37,500,000), or such amount as is required to pay in full the Secured Debt, to fully release Landlord from its obligations under the Secured Debt.

2. Section 21 of the Master Lease is amended as follows:

21. **Notices**. Any notice, approval, request or consent required by or permitted under this Master Lease shall be in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by hand, and addressed as follows:

To Landlord: Land Clearance for Redevelopment Authority of Kansas City, Missouri  
Attention: Executive Director  
300 Wyandotte Street, Suite 400  
Kansas City, MO 64105

With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.  
Attention: Brian E. Engel  
4510 Belleview, Suite 300  
Kansas City, MO 64111

To Tenant: DOC-2101 Charlotte St MOB, LLC  
(f/k/a Hospital Hill Medical Office Building, LLC)  
Attention: Bradley D. Page  
c/o Physicians Realty Inc.  
309 N. Water St., Suite  
Milwaukee, WI 53202

With a copy to: Baker & McKenzie LLP  
300 East Randolph Street, Suite 5000  
Chicago, Illinois 60601  
Attention: Christopher Bartoli

Any notice given by one party to the other will also be given at the same time and in the same manner to the Lender.

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days prior written notice thereof.

All notices given by mail shall be effective upon the earlier of the date of receipt or the second (2nd) business day after deposit in the United States mail in the manner prescribed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

2. Except as amended hereby, the Master Lease shall remain in full force and effect.

**[Signatures on following pages]**

**Signature Page 1 of 2 to Amendment to Master Lease**

**IN WITNESS WHEREOF**, the parties have signed this Amendment to Master Lease on the day and year first above written.

**LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI**, a public  
body corporate and politic organized under the laws of  
Missouri and the ordinances of the City of Kansas City,  
Missouri

By: \_\_\_\_\_  
Daniel Moye, Executive Director

[seal]

State of Missouri     )  
                                  )     : SS  
County of Jackson    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2021, by Daniel Moye as Executive Director of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, on behalf of the corporation, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**Signature Page 2 of 2 to Amendment to Master Lease**

**IN WITNESS WHEREOF**, the parties have signed this Amendment to Master Lease on the day and year first above written.

**DOC-2101 Charlotte St MOB, LLC**, a Delaware limited liability company (f/k/a Hospital Hill Medical Office Building, LLC)

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Signatory

State of Wisconsin            )  
  ) SS  
County of \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2021, by \_\_\_\_\_, Authorized Signatory, of DOC-2101 Charlotte St MOB, LLC, a Delaware limited liability company, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Ground Leased Land**

Lot 1, Hospital Hill North, Block 2, a Subdivision in Kansas City, Missouri, recorded on September 28, 2015 in the records of Jackson County, Missouri as Instrument No. 2015E0087282.